



Code of Ethics

For Internet+ mobile

English translation by AFMM Association
3rd of April 2012*

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RECOMMENDATIONS ON ETHICS APPLICABLE TO INTERNET+MOBILE SERVICES

The Editor of the service, hereinafter the Editor, must comply with these rules applicable to services using Internet+ mobile solution to charged the User (hereinafter the "Services"). Moreover, compliance with these rules does not relieve the Editor from compliance with laws, regulations and decisions of the competent authorities in effect at the time of delivery of the Service.

ARTICLE 1 - INFORMATION OF USERS

The Editor of Service must communicate to the User or make available to him, clearly and unequivocally by any suitable method, and in accordance with the communication and design charters:

- The information referred to in Article 6 III of the LCEN dated 21 June 2004 ¹
- Pricing information referred to in Article L.113-3 of the Consumer Code
- The essential features of the Service
- The essential conditions necessary for delivering the Service
- All details that can enable a person to express a claim (Chatel Law, Article 29, LME Article 87) and to exercise his rights. ²

The Editor notifies the User about the the frequency of update or management of the Service, notably providing the date and/or time when these are necessary to complete the information to the User.

When the Service requires the use of personal data or private information or when the User may be encouraged to communicate (e.g. services that connect users), the Editor informs the User on the use that may be made of such information (Chapter 5 of the French Information and Liberties Act).

When the Service is subject by its nature to particular restrictions, the Editor shall alert the User.

ARTICLE 2 - LOYALTY OF SERVICE**2.1 Loyalty towards Users**

The Editor offers loyal service. This being so, the User shall in no way be misled as to the content, prices, options or modalities of delivering the proposed service.

The Service shall be delivered in full at the price proposed to the User. Moreover, a Service shall in no case require or involve another payment method than Internet+ mobile.

In the case of subscription services, the Editor must take care that the unsubscription remains simple, easy to access and free of cost for the User.

It is forbidden to start providing a service without the express and informed consent of the User.

All advertising message within the Service must be identified as such.

¹ In the case of an individual, contact details (name, first name, address, telephone number and the RCS if applicable). In the case of a corporation, the legal notices. In both cases, the name of the publication director.

² These two articles are coded as Articles L.113-5 and 121-18 of the Consumer Code.

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The Editor shall not use the contact details of a User, particularly his phone number or his email address without his express consent and comply with recommendations of the National Commission on Computers and Liberties (CNIL).

The Editor should never collect personal information from the User without the express permission of the User.

Similarly, in the case of purchase or lease of files, the Editor shall ensure from his supplier the compliance with laws and regulations in force in France, the responsibility of the Editor remaining engaged.

The Editor shall modify or withdraw immediately from his Service the personal information of a User when the User complains that such information was listed on the Service without his consent.

Beyond personal information, the Editor shall not require the User to send information that is not necessary for the provision of the Service or having no direct connection with it, neither in kinematics of the Service nor in its communication.

The Editor, based on the technical information available to him or on information provided to him by the User, should not initiate the billing of a Service that could not be provided to the User for any reason whatsoever and shall inform the User accordingly.

2.2 Loyalty towards professionals

In general, the Editor shall not infringe in any manner whatsoever to the image, the reputation of institutions, organisations involved in setting the rules governing this activity.

It is forbidden to use a trademark or a company name to promote his service without the express permission of the copyright owner entity.

2.2.1 Loyalty towards competing Editors

The Editor shall:

- Compete fairly and undertakes not to intervene on a Service with the intent to impair its proper operation, to harm a competitor or Editor or to divert Users
- Perform preliminary research so that the name and the access number of the Service cannot be confused with existing ones, or infringe the rights of third parties
- Refrain from any practice likely to mislead, even potentially, or create any confusion between himself and a competing Editor or between his Service and the Services of competing Editors.

2.2 Loyalty towards Operators

The Editor agrees not to infringe in any manner whatsoever the image or reputation of the Operators.

He must:

- Respect the objective of his Service as it was declared to the Operator,
- Refrain from any practice likely to mislead, even potentially, or create any confusion between himself and the Operators or between his Service and the Services of Operators.

2.2 Loyalty towards beneficiaries

The Editor shall offer a service that may not harm or infringe any patent, trademark, copyright or other intellectual property rights.

The Editor shall be responsible for obtaining the necessary approvals for the reproduction and dissemination of works or excerpts from works used in connection with the Services from the concerned Societies of Authors and to settle compensation due in respect of rights of reproduction as well as public disclosure of such works or excerpts of works (fees due to the Society of Authors, Composers and Editors

of Music (Société des Auteurs, Compositeurs et Editeurs de Musique - SACEM) or other copyright societies).

ARTICLE 3 - CONTENT OF SERVICES

The Editor assumes full responsibility for the content or service delivered.
Some content or Services are subject to specific rules that the Editor must follow.

3.1 Counselling Services

The Editor must indicate to the User that the information / advice given as part of his Service are for information purposes only and shall contain the name of the authors.

3.2 Distance selling Services

The service of repayment provided by the Operator to the Editor should not be, as such, used as payment for material goods or services other than Services conforming to this charter.

3.3 Services of connecting registered Users with each other

In the cases where simultaneous or almost simultaneous exchange between Users, identified or not identified with certitude, is allowed by the Service:

- Public contents must be monitored
- Rules of conduct complying with these recommendations must be brought to the knowledge of the public through all means suited to the communication medium used
- A warning must be displayed to the User at the beginning of the communication, stating that he may be banned from the Service if his conduct violates these rules
- Minors should be informed explicitly that they should not provide any personal contact information
- A warning page should be displayed on entering the application. The message may be based on the following text: "To communicate safely, we recommend strongly that you should never provide your personal contact information. You can never be sure of the identity of the person with whom you are communicating. Do you wish to continue?"

3.4 Service of competitions with prize winning and lotteries

Pursuant to Article L. 121-38 of the Consumer Code, the regulations of operations as well as a copy of documents meant to the public must be present to a judicial officer, named [Officier ministériel](#), who shall verify their regularity.

The Editor offering a service competitions, lottery with chance of winning mentioned within the communication on the Service, the availability of the Rules of the game, for free, to anyone who requests it and the name of the judicial officer to whom the regulations were presented and the mode of access to this information.

Some advertising operations tend to engender hope of gain allocated to the participant, which would be acquired by way of lottery (fate). They cannot be performed unless they do not impose any financial payment on the participant or expense in any form whatsoever or unless they offer to the participant the reimbursement of all expenses incurred by the participant.

As part of the Subscription services, the competitions with prize notification which would be acquired by way of lottery (fate) are prohibited.

3.5 Classified Advertisement services

The Editor shall:

- Check the veracity of advertisements
- Provide the necessary updates.

3.6 Stock market information services

The Editor shall comply with the information of the Financial Markets Authority (AMF) including:

- The recommendation whose objective is to allow the public to appreciate the scope and reliability of information that is accessed through a service³
- The recommendation regarding online dissemination of financial information by listed companies, meant for supplementing the previous recommendation.⁴

3.7 Services appealing to public generosity

Services used in order to appeal to the generosity of the public should not under any circumstance use the function of repayment provided by the Operator to the Editor as an intrinsic means of collecting donations

3.8 Services using a bonus system

Whatever the service, the principle of direct or indirect subsidy in any form whatsoever (e.g. lot, purchase voucher, access to another service, promise of a better hope of gain under the competitions with prize notification and lotteries, etc.) and directly related in whole or part to the number of purchases is prohibited.

3.9 Services allowing to access a financial compensation

Services enabling the User to access a financial compensation, directly or indirectly, certain or virtually certain, are prohibited.

3.10 Services using coordinators

When the Service uses facilitators (persons or machines), the Editor shall so state in the description of his service and shall so inform the Users.

ARTICLE 4 PROTECTION OF USERS, YOUTH AND MINORS

4.1 Principles with regard to all Users

The Editor shall not use or imply representation of activities contrary to the laws and regulations and in particular not to make available to the public messages and content:

- By their nature likely to undermine respect for the human person and his dignity, equality between women and men and the protection of children and adolescents
- Encouraging the commission of crimes and / or offenses or encouraging the consumption of prohibited substances or suicide
- Inciting discrimination, hatred or violence.

Accordingly, the Editor shall constantly monitor information to be available to the public, so as to eliminate, before dissemination, messages that may be contrary to the laws and regulations in force.

The Editor agrees not to infringe the privacy of the privacy of others by capturing, recording or transmitting, without the consent of their author, words or writings of private or confidential nature.⁵

The Editor shall guarantee to the User confidentiality of data and the exercise of his right of withdrawal or amendment as provided by the CNIL.

The Editor must protect his files against any fraudulent attack on his data processing system.⁶

³ Recommendation No. 87-01

⁴ Recommendation No. 93-01

⁵ Article 226 - 1 to 226-2 of the Penal Code

⁶ Article 323-1 and following of the Penal Code.

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Each Operator has a system of parental control that allows, on request from a User, to limit his access to Services depending on the level of classification of the content. The classification level of content associated with his Service (All public, Not suited for viewers aged less than 12 years, Not suited for viewers aged less than 16 years) must therefore be declared to the Operator.

4.2 Principles in respect of youth

Services for young people especially must not include any item, any message or advertisement:

- That may offend the sensibilities of young children and minors
- Presenting in a favourable light any behaviour usually considered reprehensible or
- Encouraging young children and minors to consult other paid online services
- Of violent or pornographic nature

The Editor is also prohibited from addressing to young children and minors advertising for services at higher cost.

4.3 Services for adults

Services of category "Reserved for Adults" as defined in the recommendation of the Forum of Internet Rights on the classification of mobile multimedia content published October 17, 2006 (available at www.afmm.fr) are forbidden.

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RULES APPLICABLE TO THE COMMUNICATION ON INTERNET+ MOBILE SERVICES

The Editor shall respects the laws and regulations in force, if need be the recommendations of authorities such as the Audio-visual High Council, the Professional Regulatory Authority of Publicity, as well as the present Charter of communication, throughout communication or support operation for promotion of the Service.

In the particular case of a Service that would not be available simultaneously in all or part of the networks of at least three member Operators of the Association Française de Multimédia Mobile, the Editor must state clearly and legibly the name of the operators from whom the service is available in whole or in part in any communication relating to his Service:

ARTICLE 1 - INFORMATION OF USERS

In any form of promotion of the Service, the Editor must respect the following rules.

Are regarded as promotional material the SMS-MT or MMS-MT containing a URL redirecting to a web page promoting a Service. Are also considered as promotional material banners or advertising links.

A) Pricing information**1. Details of rates**

In all digital communication (web pages, e-mails, advertising links or banners) and communication via SMS containing a link for direct access to the payment process of the Operator (referred to hereunder as the Link), the Editor must clearly mention the following details on pricing:

- When it is an isolated purchase: "X EURO " where X is the total price of the Service incl. VAT
- When it is a subscription to a recurring service: "Subscription: X EURO per [periodicity]" (Subscription : X EURO per [periodicity]) where X is the total price of the Service incl. VAT

In all above cases, the mention EURO or EUROS must be written in words. The symbol € can also be used when it is displayed correctly on the communication medium.

As an exemption, in the particular case where the communication medium is an SMS-MT, a web advertising link in text format not exceeding 100 characters, or a web banner ad with a width less than or equal to 240 pixels:

- The terms EURO or EUROS can be replaced by EUR
- The term "par" (per) may be replaced with a "/"
- The term "Abonnement" (Subscription) may be replaced with the term "Abo"

If the Service is under a pricing promotion (free period, for example), the Editor should indicate this after the pricing details described above.

2. Format and location of pricing details

The pricing details must be legible, clear and unambiguous in all circumstances.

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- The font used must be one of the following fonts: Arial, Calibri, Verdana, Helvetica
- The case used (upper / lower case) for pricing details in Article 1 A) 1. must be respected
- The contrast between the colour of the pricing details and the background against which these details are positioned must be greater than or equal to 80%
- The background on which are affixed the pricing details must be plain, without any other character or graphic element around the pricing details at a distance at least equivalent to the size of the pricing details
- The colour used for pricing details must be the same for all characters in the pricing details
- Pricing details must be shown in the horizontal direction
- The spaces between the different pricing details must be respected.

The size of pricing details should be:

- Equal to the size of characters used for the link, if it in the form of a text link
- Similar or at least equal to a third of the height of the Link in other cases.

Illustrations:

www.lien.com

Abonnement : 3€ par semaine



In a case where the Editor mentions after the pricing details a pricing promotion (a free, introductory period, for example), this must not be highlighted more than the pricing details. Normally, the size of the pricing promotion should not be larger than the size of pricing details.

2.a) Case of digital promotion media (including SMS)

All Links must be accompanied by the pricing details. The pricing details must always be attached to the Link whatever its form (logo of Internet+ Mobile, text link ...). Access to pricing details cannot be provided by an asterisk or any cross-reference symbol.

When the Link is associated with the input of the User's MSISDN, the size of pricing details should be similar or at least a third of the font used for entering the phone number of the User. In this case, the pricing details should always be positioned immediately below the inset of entering the phone number. Pricing details may not be referred to by an asterisk or other cross-reference.

Votre numéro de téléphone

Abonnement: 3 € par semaine

2.b) Case of web pages browsed from a smart phone

As a waiver to the previous paragraph 2.a), when a web page browsed from smart phone contains several Links directing to the Operator Stream and when the price of Service is the same regardless of the Link, the Publisher may include the pricing details as well as the details of a pricing promotion if required (promotional free period, for example), in a strip, excluding all other information. This strip should cover the entire width of the screen. It is located in the top part of the mobile phone screen. Thus, when the web page is displayed, this strip is visible without the need for any user action.

Within this strip, the pricing details and the details of pricing promotion must follow the format described in the article 1 A) 2. (Font, case, contrast, background color, direction, spaces).

2.c) Case of non-digital promotion media

The promotion of a Service on a non-digital medium requires the highlighting of the means of access to a digital medium (SMS Short Code, barcode 2D, URL, etc.). The pricing details must be attached to this means of access regardless of its shape.

The size of pricing details should be:

- Equal to the size of characters used for the means of access, if it is a URL
- Similar or at least equal to a third of height of access means, in other cases.

Illustrations:

www.lien.com

Abonnement : 3€ par semaine



In the case of promotional or advertising messages in print, the minimum size of pricing details is 2 mm. In the special case where the access means is SMS Short Code or URL and when the size of characters used for this SMS Short Code or URL is smaller than 2 mm, the size of pricing details should be the same as that of the short code or the URL.

In the case of promotional or advertising messages on television or theatre (movies), the pricing details may be included in a fixed band, to the exclusion of any other information. This band must cover at least 7% of the height of the screen and the entire width of the screen. It is located in the lower part of the screen and must appear throughout the entire duration of the advertisement. Pricing details should be centered within this band; their size should be 40% of the height of the strip.

In the case of promotional or advertising messages on radio, the pricing details should be audible. They must be mentioned consecutively with the last mention of the means of access

B) Information relating to the identification of the Service and Editor

In all communication on his Service, the Editor shall designate the service by the trade name that appears on the Operator's payment page.

The trade name of the Editor Service must be sufficiently distinctive to allow its identification. It shall not thus consist of a generic name, usual or necessary for the Service provided to Users.

The Operators reserve the right of refusing a trade name of Service, particularly a name reproducing a famous brand, unless formal proof of authorization from the rights holders is produced.

In all communication on his Service, the Editor shall:

- Avoid confusion between himself and the Operators
- To inform the public of his identity as specified in the contract signed with the Operators, so that service Users can assert their rights directly with him regarding any claim

In the particular case where an Editor associates a partner to the communication on his Service, the Editor shall indicate the words "édité par" (Published by) followed by the name and RCS number of the Editor

The Editor provides to the User the contact details of his help line for the Users (as described in the article 7 of the Design Charter):

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- At the place where the Service is consumed
- On any medium containing the Link
- On the home page of the Editor's site promoting the Service and/or allowing the consumption of Service.

C) Essential features of the Service

The communication of the Service must focus on the content delivered through the Service, regardless of the medium.

- **Subscription service:**

The Editor shall mention in a clear and explicit manner:

- The fact that it is a Service with subscription. As such, the Editor shall use the term "abonnement" (subscription) or derivative (*abonne, abonné, etc* - subscriber, subscribed, etc.). This information may appear clearly and visibly in the communication of the Editor. The Editor may incorporate in his communications the concept of "sans engagement" (without obligation), specific to subscription services
- The possibility for the User to terminate his subscription to the Service at any time and the procedure for terminating the subscription as set out in the Article 3 of the Design Charter.

Furthermore, the Editor must refer to the website www.info-abo.fr in all its communications on the Internet by including a hyperlink to the URL of the site.

Some advertising operations highlight the ability to upload or access a content offer or more generally a promotion (free period, for example). They are not possible unless the pricing details are bracketed with the mention highlighting this possibility, with:

- A size greater than or equal to one third of that mention and in the format of pricing details defined in Article 1 A) 2.
- In the particular case of print media, with a size greater than or equal to 2 mm. In this case, if the font size of the promotional detail is less than 2 mm, the size of pricing details must be the same as that of promotional detail.

Delivery of other content or other service of the Editor cannot be conditioned, linked or subjected to subscribing to a Service. Thus, the methods of inducing the User to subscribe for a Service, to participate in a draw, know his gain, the results of a test, etc. are prohibited, even if the Service actually delivered after registration is finalised is authorised and / or the registration to Service is not required for participating in the contest.

As part of the Services of contests on subscription, no promise of gain, which will be acquired fully or partly by lottery, should be mentioned in the promotion media of the Service.

D) Essential conditions necessary for delivering the Service

The Editor shall inform in a clear and explicit the User of all essential restrictions that may prevent or limit the performance of the Service.

- **Services not compatible with all terminals:**

The Editor offering a service that is not compatible with all brands/models of terminals must inform, without surcharge, Users of the existence of the supported devices list, or the list of terminals with which the Service is not compatible, as well as the ways to access this list (as set out in the Article 1 of the Design Charter).

- **Services requiring a broadband Internet access :**

The Editor proposing a Service (such as streaming and downloading...) requiring for its proper performance a broadband Internet access must inform the User of this limitation

ARTICLE 2 - ADVERTISING AND PROMOTION OF SERVICE

All advertisement for a service must be identified as such ⁷ and must comply with all legal requirements and recommendations of the ARPP.

The Editor shall respect the rules in force, particularly in communication with children in accordance with the principles enshrined in Articles 18 and 19 of the [Code de la Chambre de Commerce Internationale \(CCI\)](#) (Code of International Chamber of Commerce) and the [Recommandation Enfant de l'ARPP](#) (Recommendation of Child, ARPP)

The Editor, in any form of promotion of the Service, should not mislead Users about the content, prices, options or modalities of delivering the proposed Service.

According to the recommendations of the ARPP:

- The advertisement must not contain statements or visual presentations contrary to propriety standards commonly accepted.
- Advertising should not condone any form of discrimination, including discrimination based on race, national origin, religion, sex or age, nor should it in any way undermine human dignity.
- Advertising must not contain any incitement or appear to condone or encourage unlawful or reprehensible behaviour.

The Editor shall not make direct or indirect advertising for a Service contrary to these recommendations.

He must comply with all laws and rules governing the communication on products, services or regulated content.

ARTICLE 3 - SPECIFICITIES RELATED TO DIRECT CANVASSING

3. A) The Editor shall not engage in aggressive commercial practices as defined in Articles L.122-11 and L.122-11-1 of the Consumer Code.

Thus, the Editor of service is prohibited from:

- Engaging in repeated or unwanted solicitations by any means of communication from distance.
- Giving the impression that the User has already won, will win, or will win on doing a particular act, a prize or other equivalent benefit, when in fact:
 - Either there is no prize or other equivalent benefit
 - Or, the completion of an action in relation to claiming the prize or other equivalent benefit is subject to the requirement for the User to pay money or incur the cost.
- To impersonate an individual in personal capacity.

The Editor must respect the provisions of Article L. 34-5 of the Code of Posts and electronic communications, notably:

- The Editor is prohibited from direct canvassing by any means whatsoever, in any form whatsoever, using the personal data of an individual who has not given his prior consent to receive direct canvassing in this manner

⁷ Article 9 of the Code of the International Chamber of Commerce

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- Direct canvassing is allowed:
 - If the recipient information was collected directly from him, in compliance with law on computers and liberties.
 - On the occasion of a sale or service delivery, whether for direct marketing of similar products or services supplied by the same person or entity and if the recipient is offered, in explicit manner without ambiguity, the possibility of refusing, without incurring costs, except those related to the transmission of this refusal, and easily, to use the contact details when they are collected and each time an action of canvassing is addressed to him

In any event, the frequency of solicitation for purposes of direct marketing must be reasonable and should not be a nuisance to the User.

Furthermore, the Editor, in accordance with the recommendations of the CNIL, will not use the personal data collected from prospects and will delete them maximum one year after the last contact from their side or if they have not responded to two successive solicitations.

3. B) Self-promotion

If the content of self-promotion is associated with the delivery of the Service subscribed by the User, the Editor must ensure that this content is positioned after the content corresponding to the delivery of service (that is, according to mode of delivery of the Service, the content of the Service or the link allowing access to the Service).

Sending a self-promoting content from SMS to a User can take place only from Monday to Saturday from 8:00 a.m. to 10:00 p.m., excluding holidays, or failing that in the hour following the last purchase made by the User. The Editor shall not send to each User more than three (3) SMS of self-promotion content per week after the last purchase made by the User. In addition, the SMS of self-promotion content must be sent within 60 days after the act of purchase or end of a subscription made by the User or, without purchase, which follow the expression of his consent to receive such messages.

For Pay per Use Services, the content of self-promotion can be sent only after the complete delivery of content ordered by the User.

For Subscription Services, the content of self-promotion must be sent obligatorily after the delivery of at least one content to the User.

The nature of the advertising message of self-promotion must be clearly identified as such. The name of the Editor or trade name of the Service must be indicated in the header of self-promotion text content. The self-promotion content should contain only promotional or advertising content on the Service by consumed by the User or similar services published by the same Editor, accessible from a mobile terminal. When the service promoted is not the Service of the Editor but is a third service, the transfer of personal data of the User must be expressly authorised by him.

The content of self-promotion should only contain promotional or advertising content for all public or for an audience of age less than or equal to that which the User has previously used, these age groups are determined in accordance with the recommendation of "Classification of mobile multimedia content" of the Forum of Internet Rights. Any text or content that is pornographic or violent is prohibited.

Service promoted in the self-promotion content must be in a format compatible with the User's terminal. If the content of self-promotion contains a URL, the Editor shall indicate in the self-promotion content that this message is free, subject to any costs of connection.

The content of self-promotion must inform the User the possibility of exercising his right to object and to stop receiving the self-promotion content of the Editor:



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- If the medium is an SMS, by sending the keyword STOP to the SMS code
- If the self-promotion contains a URL, this destination URL must contain an explicit link allowing the User to opt out of receiving the self-promotion Content.

The self-promotion content must comply with all rules of ethics, communication and design.

ARTICLE 4: USE OF INTERNET+ MARK

The Editor respects the kit for the use of Internet+ mark for all visual communications relating to any Service open to all mobile operators. The kit for the use of Internet+ Mark is available on the website <http://www.internetplus.fr>.

The Editor agrees to place a link to the site of Association Internet+ (www.internetplus.fr) on his web site when the solution Internet+ is available.

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RULES APPLICABLE TO THE DESIGN OF INTERNET+ MOBILE SERVICES**ARTICLE 1: ACCESS TO PAYMENT STREAM OF THE OPERATOR**

The payment stream of the Operator, referred to hereunder as the Payment Stream, corresponds to all the pages of the Operator allowing to process the payment of the Service (authentication page if necessary, payment validation page, payment confirmation page if required).

The User must have subscribed to the General Conditions of Service before being directed by the Editor to the Payment Stream.

The User can be directed to the Payment Stream only from a digital medium containing all the information described in the Article 1 of the Communication Charter.

On this medium, except with regard to an SMS, the Editor must show an Internet+ mobile from among those available in the Internet+ Mark User Kit (except pictogram). It is suggested to associate this logo with the Link, so that the User clicks on the logo Internet+ for initiating the payment Stream.

In the case of a Subscription Service, a mechanism for identifying the User based on the collection and analysis of data sent by the user and/or the Operator and/or by the User, identifying him uniquely (for example: e-mail address, MSISDN, password, unique ID) must be set up by the Editor, prior to accessing the Payment Stream for ensuring that there is no multiple billing of for the same Service and for the same User.

When the proposed service is not compatible with all brands / models of terminal devices, especially for Mobile Services (Wallpapers, Photos, Ringtones, executable content, Videos), the Editor shall, prior to payment by the User:

- Use the technical information available to him or else ask for the brand or model of the terminal when this information is a necessary element of providing the Service for which the Editor cannot know otherwise,
- Explain that the requested Service cannot be delivered, if the make and model of the terminal specified by the User is not compatible with the proposed Service
- As part of Applications category 4 (in the case of one registration per SMS), ensure that the User has such a terminal set, including by sending a prior SMS-MT or MMS-MT without surcharge containing a link. In case of no connection to the User following the sending this prior SMS-MT or MMS-MT, the Editor is not allowed to send to such User SMS-MT and MMS-MT with surcharges.

The User should be directed to the payment confirmation page of the Operator only if the Service is compatible with the delivery terminal. Otherwise, the user must be informed that the requested Service cannot be delivered.

ARTICLE 2: CONFIRMATION OF USERS

For allowing the User to validate his purchase with full knowledge of facts, the trade name of the Service appearing on the payment confirmation page must be explicit and not lead the User into error. This trade name must be similar to that used by the Editor for identifying his Service in the communications. It must allow the User to identify clearly and explicitly the name of the Editor's merchant site as well as the Service being sold.

The payment confirmation page of the Operator lists the following information:

- Trade name of the Service
- Price of the Service,
- If applicable, the fact that it is a Subscription service (with the term "subscriber" or derivative: subscriber, subscribed etc.),
- A button or a link for confirming the purchase
- A button or a link for cancelling the purchase.

In case this page is integrated in a site (for example, in the form of iframe), the Editor shall make sure that all the information indicated above is readable by the User without the need for any action from him.

ARTICLE 3: TERMS OF SERVICE ACCESS

Following the Payment Stream, the Editor automatically directs the User to the web page on which the User can consume the Service.

In the case of subscription Services, the User may visit this page on his own during the entire subscription period for consuming the Service. He will be so informed by the Editor.

In the particular case where the Service has to be consumed on a different digital terminal, the Editor must indicate on the page following the Payment Stream the URL of the web page that the User must access for consuming the Service.

In all the cases, with regard to a subscription Service, the identification mechanism described in the article 1 of the Design Charter allows the Editor to recognize the subscribed User and to allow him access to the content.

In case the Service becomes inaccessible during the delivery of the Service to the User, a specific page setting out the reason for the failure, the trade name of the Service, the contact details of the help line will be displayed to the User.

ARTICLE 4: TERMINATION OF THE SERVICE IN THE CASE OF SUBSCRIPTION SERVICES

The Editor provides to the User a link without surcharge:

- Allowing the User to terminate his subscription directly if the Operator allows it
- Otherwise, he is redirected to a page where he can find the instructions to be followed for unsubscribing from the Service.

This link should be visible and clear for the User. For this, the Editor must use one of the terms "Unsubscribe" or "Terminate" or their derivatives.

This link appears:

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- On the page displayed by the Editor following the Payment Stream
- At the location where the Service is consumed
- Where the subscription was offered
- On the home page of the Editor where the Service is promoted and/or where the Service is consumed.

ARTICLE 5: SUPPORT SERVICE FOR USERS

The Editor must have a help desk or support service for Users, which can respond to inquiries, complaints and claims regarding the Service. The Editor shall provide the best welcome to Users and handle all requests in French language.

This support service should be accessible, with non-premium rates, via:

- A phone number in French dialling system, available during working days and hours (outside these timings, a recorded message must indicate the working hours.)
- and at least one of the following two means: a postal address in France, an email address.

The support service should provide a response to the User within five business days if the request was made by post or email.

The telephone number and the email or postal address of the support service must appear on all promotional media of the Service when this is possible.

ARTICLE 6: SERVICE WITH ACCESS CODE

A service with access code allows a User to access, on a digital medium, content or a Service offered by a Editor, without this content or service being delivered directly following the payment of the Service by the User.

A single access code should be necessary for the acquisition of digital content or digital service by the User.

A service with an access code shall in no case allow access to a content or service belonging to the category of "Reserved for adults".

The digital content or services offered by the Editor in connection with a service with access code must comply with all obligations of ethical conduct and communication of Internet+ mobile services.

The Editor shall limit the validity of an access code to 48 hours after its delivery to the User. Moreover, in this case, the access code must be valid for at least one hour after delivery.

Services with access code are not authorized for subscription.

ARTICLE 7: THRESHOLDS OF PROTECTION AGAINST FRAUD AND OVERCONSUMPTION

As part of the Services, each Service identified by a trade name, the Editor must:

- Limit the total expenditure of the User to 25 Euros incl. VAT per Service per User over a period of 4 minutes



Non-contractual document

- Limit the total expenditure of the User to 50 Euros incl. VAT per Service per User and per calendar day

Upon reaching this threshold of consumption, the Editor must specify to the User the threshold that was reached in Euros, and the point at which the User may use the Service again. There should be no promotion another premium rate service.

Non Contractual